

***West Point Independent School District***  
**West Point, Kentucky**

**SUPERINTENDENT CONTRACT**

This CONTRACTUAL AGREEMENT, made and entered into this \_17th day of May\_\_\_\_, 2016, by and between the **Board of Education of West Point Independent Schools** (hereinafter "the Board"), and **Mickey Brangers** (hereinafter "the Superintendent"), and authorized by action at a lawful meeting of the Board held on \_17<sup>th</sup> day of May\_\_\_\_, 2016.

**Witnesseth:**

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

**1) TERM OF EMPLOYMENT**

The Board agrees to employ the Superintendent for a term of 4 years, beginning on July 1, 2016, and ending on June 30, 2020. The parties agree that the terms of employment shall be as follows:

**2) DUTIES**

The duties and responsibilities of the SUPERINTENDENT shall be those duties incident to the office of Superintendent imposed by the law and regulation of the Commonwealth of Kentucky and in keeping with Board Policy. Other duties and

responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

### **3) OUTSIDE ACTIVITIES**

Superintendent shall devote his time, attention, and energy to the business of the school district.

The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of SUPERINTENDENT attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the West Point Independent Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT'S attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for

such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the BOARD shall not pay the SUPERINTENDENT'S expenses involved with such function.

#### **4) COMPENSATION**

The salary shall be \$78,418 (\$52,739 + 15,679-extended days + 10,000-Supt Stipend) for the 2016-2017 school years. Any step raises or KDE mandated salary increases will be added to the SUPERINTENDENTS salary for the following years. The salary shall be paid bi-monthly installments on the same dates as any other twelve (12) month employee is paid.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment to this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT'S salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that

any such increase will occur. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT. The BOARD shall have an evaluation of the SUPERINTENDENT in December of the last year of the contract in order to inform the Superintendent of the BOARD'S intentions for the following year.

#### **5) WORKING DAYS AND BENEFITS**

a. **Working Days** It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days, plus 20 paid vacation days within them. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken.

b. **Vacation** The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation each school year. They may be accumulated as specified in BOARD policy.

c. **Leaves** The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer all sick leave accumulated as of

June 30, 2016. This shall consist of ten (10) sick days and three (3) personal days.

d. **Expenses** The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the Board and according to Board Policy.

e. **Professional and Civic Dues** The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT'S membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one (1) civil club of the SUPERINTENDENT'S choice.

f. **Automobile Expenses** The SUPERINTENDENT shall be reimbursed for mileage per Board Policy.

g. **Retirement Benefits** The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

h. **Technology Benefits** The SUPERINTENDENT shall be provided a laptop and cell phone if needed for use throughout the contract.

## **6) TERMINATION OF EMPLOYMENT AGREEMENT**

This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:

- A) By expiration of its term;
- B) Mutual agreement of the parties;
- C) Discharge for cause;

## **7) DUTIES AND OBLIGATIONS**

The SUPERINTENDENT'S duties and obligations are governed by Board policy and applicable Kentucky Revised statutes.

## **8) ADDITIONAL DUTIES AND COMPENSATION**

SUPERINTENDENT shall also serve in the capacity of Director of Pupil Personnel, Safe Schools Director, Director of Transportation, as well as the Director of Human Resource for the district. It is agreed that he will be paid \$8,100 each year in addition to the sum set forth in paragraph 4.

## **9) ALL BENEFITS OF THE SUPERINTENDENT**

Are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

## **10) SAVINGS CLAUSE**

If, during the term of this AGREEMENT, it is found that a specific clause of



the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

**11) MISCELLANEOUS**

A) This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect. The parties agree that venue shall be in Hardin County, Kentucky.

B) Paragraph headings have been inserted for convenience or reference only, and if here shall be any conflict between any such headings and the text of this AGREEMENT, the text shall control.

C) This AGREEMENT shall be executed in duplicate originals.

D) This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY HEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by It's Chairperson, on the day and year first above written.

**BOARD OF EDUCATION**

**WEST POINT INDEPENDENT SCHOOLS**

By: Eddie Moore

DATE 5/17/2016

**Eddie Moore, CHAIRPERSON**

**SUPERINTENDENT**

Signed: Mickey Brangers

DATE: 5/17/16

**Mickey Brangers, SUPERINTENDENT**

**STATE OF KENTUCKY  
COUNTY OF HARDIN**

Subscribed, sworn to, and acknowledged before me by Eddie Moore,  
Chairperson, **West Point Independent Board of Education**, and **Mickey Brangers** on this  
17<sup>th</sup> day of May, 2016 to be their true act and deed.

My Commission Expires: 8-5-18

[Signature]  
Notary Public